

## ASSIGNMENT

In Consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I the undersigned,

**Wolfgang MARKUS**, Gartenstrasse 10, Wesel, Germany  
hereby sell, assign and transfer to

**Uwe HAIN and Silke HAIN**  
citizens of Germany both residing at

Stadtmauer 8  
D-46519 Alpen  
Germany

and to

**Wolfgang MARKUS**  
citizen of Germany residing at

Gartenstrasse 10  
D-46487 Wesel  
GERMANY

and to

**LS BERATUNGSBÜRO LUBLOW GmbH**  
A Limited Liability Company of Germany Having a Place of Business at:  
Nordbögger Strasse 22  
D-59199 Bönen  
Germany

their successors, assigns, and legal representatives, in equal parts, my entire right title and interest for the United States and all foreign countries, in and to the improvements disclosed in the application for United States Letters Patent which has been executed by the undersigned concurrently herewith as the US national phase of PCT-application PCT/EP2003/010027 filed 10 September 2003 and which is entitled

**FIXED TRACK FOR RAIL VEHICLES AND METHOD FOR PRODUCTION THEREOF**

and in and to the application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on the improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on the improvements.

I agree that the Assignees may apply for and receive Letters Patent for the improvements in their own name; and that, when requested, without charge to but at the expense of the Assignees, their successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all rightful Oaths, Assignments, Powers of Attorney, and other papers; communicate to the Assignees, their successors, assigns, and representatives, all facts known to the undersigned relating to the improvements and the history thereof; and generally do everything possible which the Assignees, their successors, assigns, or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for the improvements and for vesting title to the improvements and all applications for patents and all patents on the improvements in the Assignees, their successors, assigns, and legal representatives; and

I covenant with the Assignees, their successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey same as herein expressed is possessed by the undersigned.

Date: 25.04.2005

  
**Wolfgang MARKUS**